

**MEMORANDUM OF AGREEMENT  
BETWEEN THE FEDERAL HIGHWAY ADMINISTRATION AND THE  
INDIANA STATE HISTORIC PRESERVATION OFFICER SUBMITTED  
TO THE ADVISORY COUNCIL ON HISTORIC PRESERVATION PURSUANT  
TO 36 CFR PART 800.6(b)(iv) REGARDING THE REPLACEMENT OF THE  
US231 BRIDGE OVER THE EAST FORK OF THE WHITE RIVER BETWEEN  
THE INDIANA COUNTIES OF MARTIN AND DUBOIS.**

**WHEREAS** the Federal Highway Administration (FHWA) proposes to replace the existing US231 bridge over the East Fork of the White River between the Indiana Counties of Martin and Dubois; and

**WHEREAS** the FHWA, in consultation with the Indiana State Historic Preservation Officer (SHPO) has defined the replacement of the bridge over the East Fork of the White River between the Indiana Counties of Martin and Dubois area of potential effects, as the term is defined in 36 CFR 800.16(d), to be the areas within the proposed right-of-way for the project, those parcels of land located immediately adjacent to the proposed project and those stretches of the East Fork of the White River and its banks located both upstream and down from which the existing structure can be viewed; and

**WHEREAS** the FHWA, in consultation with the Indiana SHPO, has found that the existing US231 bridge over the East Fork of the White River between the Indiana Counties of Martin and Dubois is within the area of potential effects; and

**WHEREAS** the FHWA, in consultation with the Indiana SHPO, has determined, pursuant to 36 CFR 800.4(c) that the existing US231 bridge over the East Fork of the White River bridge between the Indiana Counties of Martin and Dubois is eligible for inclusion on the National Register of Historic Places; and

**WHEREAS** the FHWA, in consultation with the Indiana SHPO, has determined pursuant to 36 CFR 800 that the undertaking will have an adverse effect on the existing US231 bridge over the East Fork of the White River; and

**WHEREAS** the FHWA has consulted with the Indiana SHPO in accordance with Section 106 of the National Historic Preservation Act (16 USC 470f) and its implementing regulations (36 CFR Part 800) to resolve the adverse effect on the US231 bridge over the East Fork of the White River between the Indiana Counties of Martin and Dubois; and

**WHEREAS** the FHWA, in consultation with the Indiana SHPO, has invited the Indiana Department of Transportation to participate in the consultation and to become a signatory to this memorandum of agreement; and

**NOW, THEREFORE**, the FHWA and the Indiana SHPO agree that, upon the submission of a copy of this executed memorandum of agreement, as well as the documentation specified in 36 CFR Section 800.11(e) and (f) to the Advisory Council on Historic Preservation ("Council" pursuant to 36 CFR 800.6[b][1][iv]) and upon the FHWA's approval of the replacement of the US231 bridge over the East Fork of the White River between the Indiana Counties of Martin and Dubois, the FHWA shall ensure that the following stipulations are implemented in order to take into account the effect of the replacement of the US231 bridge over the East Fork of the White River between the Indiana Counties of Martin and Dubois on historic properties.

**Stipulations**

The FHWA shall ensure that the following stipulations are implemented:

**I. MARKETING PLAN**

- A. INDOT shall publish a public notice that shall offer the bridge for relocation and reassemble. The offer will be made to the public through notices in the Indianapolis Star and widely circulated Martin and Dubois County newspapers and various e-mail solicitations to potential parties.

The notice shall include the following types of information:

- i. location of the bridge, by road, section, township, range and counties
- ii. request for any State or local government agency, or responsible private entity who might be interested in moving and rehabilitating the historic bridge for preservation purposes
- iii. the new owner must agree to maintain the bridge and features that gives it its historic significance
- iv. the recipient can be reimbursed for 80% of the cost incurred in such activities as relocation, site preparation, reassemble, rehabilitation work, preparation of engineering plans, and any regulatory permits
- v. the new owner must assume all future legal and financial responsibility for the bridge.
- vi. whom to contact for additional information with address and telephone number
- vii. deadline for submitting a written proposal and the address to send the proposal

B. INDOT shall publish a public notice that shall also offer the bridge for disassembly and relocation to a temporary holding facility. The offer will be made to the public through notices in the Indianapolis Star and a widely circulated newspaper in both Martin and Dubois Counties and various e-mail solicitations to potential parties. This notice will run concurrently with the notice described in section 'A'.

The notice shall include the following types of information:

- i. location of the bridge, by road, section, township, range and county
- ii. request for any State or local government agency, or responsible private entity who might be interested in storing the disassembled structure and search for future relocation, rehabilitation and reassemble.
- iii. the new owner must agree to store the bridge in a manner that will not cause excessive deterioration
- iv. the owner can be reimbursed for 80% of the cost incurred in such activities as disassembly, relocation, site preparation, mapping/marketing of pieces, preparation of engineering plans and any regulatory permits
- v. the new owner must assume all future legal and financial responsibility for the bridge
- vi. whom to contact for additional information with address and telephone number
- vii. deadline for submitting a written proposal and the address to send the proposal

C. INDOT shall review all offers for the bridge in consultation with the SHPO prior to acceptance. The FHWA through the INDOT shall ensure that the bridge is moved in accordance with the approaches recommended in Moving Historic Buildings (John Obed Curtis. AASLH, published by the Preservation Assistance Division, National Park Service, U.S. Department of the Interior in 1979).

- D. If there is no acceptable offer for the bridge from either the public notice during the sixty (60) day advertising period or from the advertisement of the availability of the bridge on the INDOT Historic Bridge Website, the bridge may be demolished.
- E. The availability of the bridge shall be extended as long as possible with the demolition of the structure being delayed until such a time that it is no longer needed as the temporary runaround.
- F. Should the bridge ultimately be demolished, INDOT will provide both written and photographic documentation prepared to HABS/HAER standards. Copies of such documentation will be provided to the appropriate agencies and organizations.

## **II. DISPUTE RESOLUTION**

Disagreement and misunderstanding about how this memorandum of agreement is or is not being implemented shall be resolved in the following manner:

- A. If the Indiana SHPO or any invited signatory to this memorandum of agreement should object in writing to the FHWA regarding any action carried out or proposed with respect to the replacement of the US231 bridge over the East Fork of the White River between the Indiana Counties of Martin and Dubois or implementation of this memorandum of agreement, then the FHWA shall consult with the objecting party to resolve this objection. If after such consultation the FHWA determines that the objection cannot be resolved through consultation, then the FHWA shall forward all documentation relevant to the objection to the Council, including the FHWA's proposed response to the objection. Within forty-five (45) days after the receipt of all pertinent documentation, the Council shall exercise one of the following options:
  - i. Provide the FHWA with a staff-level recommendation, which the FHWA shall take into account in reaching a final decision regarding its response to the objection; or
  - ii. Notify the FHWA that the objection will be referred to formal comment pursuant to 36 CFR 800.7(c), and proceed to refer the objection and comment. The FHWA shall take into account the Council's comments in reaching a final decision regarding its response to the objection.
- B. The FHWA shall take into account any Council comments or recommendations provided in accordance with this stipulation with reference only to the subject of the objection. The FHWA's responsibility to carry out all actions under the memorandum of agreement that are not the subjects of the objection shall remain unchanged.

## **III. POST REVIEW DISCOVERY**

In the event that one or more historic properties--other than the existing US231 bridge over the East Fork of the Whiter River between the Indiana Counties of Martin and Dubois are discovered or that unanticipated effects on historic properties are found during the implementation of this memorandum of agreement, the FHWA shall follow the procedure specified in 36 CFR 800.13.

#### IV. AMENDMENT

Any signatory to this memorandum of agreement may request that it be amended, whereupon the parties shall consult to consider the proposed amendment. 36 CFR 800.6(c)(7) shall govern the execution of any such amendment.

#### V. TERMINATION

- A. If the terms of this memorandum of agreement have not been implemented by December 31<sup>st</sup>, 2017, then this memorandum of agreement shall be considered null and void. In such an event, the FHWA shall so notify the parties to this memorandum of agreement and, if it chooses to continue with the replacement of the US231 bridge over the East Fork of the White River between the Indiana Counties of Martin and Dubois, then it shall reinitiate review of the replacement of the US231 bridge over the East Fork of the White River between the Indiana Counties of Martin and Dubois in accordance with 36 CFR 800.3 through 800.7.
- B. Any signatory to the memorandum of agreement may terminate it by providing thirty (30) days notice to the other parties, provided that the parties shall consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the FHWA shall comply with 36 CFR 800.3 through 800.7 with regard to the review of the replacement of the US231 bridge over the East Fork of the White River between the Indiana Counties of Martin and Dubois.
- C. In the event that the FHWA does not carry out the terms of this memorandum of agreement, the FHWA shall comply with 36 CFR 800.3 through 800.7 with regard to the review of the replacement of the US231 bridge over the East Fork of the White River between the Indiana Counties of Martin and Dubois.

#### SIGNATORIES:

##### FEDERAL HIGHWAY ADMINISTRATION

Signed by: Mark Tuttle Date: 9/16/2002  
for John R. Baxter, Division Administrator

##### INDIANA STATE HISTORIC PRESERVATION OFFICER

Signed by: John R. Goss Date: 2.5.03  
for John R. Goss, State Historic Preservation Officer,  
Indiana Department of Natural Resources

#### INVITED SIGNATORY:

##### INDIANA DEPARTMENT OF TRANSPORTATION

Signed by: J. Bryan Nicol Date: 8/26/02  
J. Bryan Nicol, Commissioner